

**Town & Country**  
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FCC MAIL ROOM

Michael H. Rosen  
Executive Vice President

Via Federal Express

July 9, 1996

Mr. William F. Caton, Acting Secretary  
Federal Communications Commission  
1919 M. Street, NW, Room 222  
Washington, DC 20554

Re: Restrictions on Over-The Air Reception Devices, CS Docket No.  
96-83 and Preemption of Local Zoning Regulation of Satellite Earth  
Stations, IB Docket No. 95-59

Dear Mr. Caton:

We write to request clarification regarding the possible effect on our business of the rules proposed in the above dockets. An original and 13 copies of this letter are enclosed for filing in the record. We understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

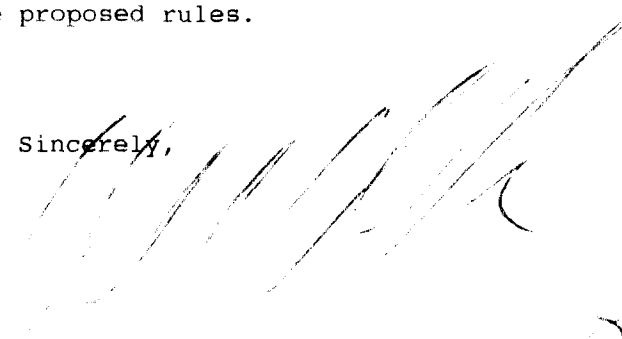
The Town and Country Trust owns and operates 13,631 residential apartment units in 35 communities. Consequently, we have entered into thousands of leases with our residents. We are concerned that our leases might contain terms that are "nongovernmental restrictions" that "impair" viewing, but we do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents.

We would appreciate your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose in our circumstances.

Accordingly, we enclose 13 copies each of our three most representative lease forms. Please read them and let us know which terms of the enclosed forms would violate either of the proposed rules.

Thank you for your assistance.

Sincerely,



MHR:ldd

Enclosures

13

**The Town And Country Trust**  
1700 Equitable Bank Center • 100 South Charles Street  
Baltimore, Maryland 21201  
410-539-7600 • fax 410-547-0789

RENTAL AGREEMENT

MO

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

between \_\_\_\_\_, hereinafter

designated as Owner and \_\_\_\_\_

hereinafter designated as Resident.

WITNESSETH, That the Owner does hereby lease unto the Resident and the Resident does hereby lease from the Owner the

premises known as Apartment \_\_\_\_\_ located at \_\_\_\_\_

Building # \_\_\_\_\_ for the

(City and State) \_\_\_\_\_

term of \_\_\_\_\_ to commence on the latter of the

day of \_\_\_\_\_, 19\_\_\_\_, or on the date on which any prior tenant or occupant of the leased premises

terminates occupancy of the same, and to end on the \_\_\_\_\_ day of \_\_\_\_\_, at the

rent of \_\_\_\_\_ dollars

(\$ \_\_\_\_\_) per term, PAYABLE MONTHLY IN ADVANCE, in equal monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

ON THE 1ST DAY OF EACH MONTH.

Owner hereby acknowledges receipt from Resident of the sum of \_\_\_\_\_

dollars (\$ \_\_\_\_\_), paid prior hereto, for which a separate receipt has been given, to be held as security for the faithful

performance of the covenants and agreements made by the Resident in this Agreement.

This letting is on the following terms, conditions and covenants, which the parties hereto respectively for themselves, their respective successors, and legal representatives, hereby agree to keep and perform.

Occupancy  
of  
Premises

1. The leased premises, hereinafter called the "premises" shall be used only as, and for the purposes of, a private dwelling, excluding from any part thereof any use in connection with the practice of any profession, trade or craft. Neither the entire premises nor any part thereof shall be sublet, nor shall this Agreement be assigned. **THE PREMISES SHALL NOT BE OCCUPIED BY ANY PERSON OTHER THAN THOSE NAMED IN RESIDENT'S "APPLICATION TO LEASE APARTMENT" FILED WITH OWNER.** Owner covenants that the premises will be made available in a habitable condition, reasonably safe for occupancy. Owner further covenants to use every reasonable effort to permit tenant to peaceably and quietly enter upon the premises at the beginning of the lease term.

Surrender  
of  
Premises

2. The Resident hereby acknowledges receipt of the premises in a habitable condition, reasonably safe for occupancy. Resident agrees to quit and surrender the premises at the end of the lease term in as good condition as when received, reasonable wear and tear excepted. Resident agrees to tender all keys to the premises to Owner's representative at the time of move out and acknowledges that the failure to do so may, at Owner's option, render any notice of such move out as Resident may have previously given Owner null and void, and may result in Resident's incurring additional liability for rent and other expenses and damages set forth in paragraph 19 hereof, even though Resident may have previously given Owner notice of the date Resident intended to vacate the premises. The Resident will not, without written permission of Owner first obtained, make any alterations, addition or change in and to the premises or the painting or papering thereof, not in any way deface the walls, floors, ceilings, or other parts thereof, nor will Resident permit any such thing to be done. **THE RESIDENT SHALL PAY TO THE OWNER THE COST OF REPAIRING ANY DAMAGE DONE TO THE SAID PREMISES, ANY OTHER APARTMENTS AND ANY COMMON AREAS IN THE COMMUNITY BY HIMSELF, HIS FAMILY, GUESTS, VISITORS OR EMPLOYEES.**

Use of  
Premises

3. This Agreement confers no rights in the Resident to the exterior surfaces of the walls of the premises or of the roof of the building containing the premises, or to the use for any purpose of any property of Owner outside the said premises except the walks and roadways giving access thereto and such other areas as Owner may from time to time designate for the use of Residents. Resident shall not place signs or any advertising matter or device in the windows or elsewhere in or

upon the said building or premises. Resident shall not place at, in or near any windows any objects including but not limited to awnings, antennas, screens, shades, blinds or coverings without Owner's written consent first obtained. Any defective condition on the premises which comes to the Resident's attention shall be reported in writing to the Owner within fortyeight (48) hours. Where the defective condition may cause serious damage to person or property, it shall be reported to the Owner immediately.

**Pets**

4. No dog, cat, other pet or animal of any kind shall be brought, permitted or kept in the apartment or elsewhere on the Owner's property without Owner's written permission. Violation of this provision shall be grounds for immediate eviction in accordance with applicable law.

Resident to  
Initial Here

**Checks**

5. It is mutually agreed that payments made by check, which are not honored by the bank, cause the Owner additional expenses for bookkeeping and clerical services. Resident agrees that any such check issued to Owner, for payments due hereunder, which is returned without payment for any reason whatsoever shall carry a charge of Twenty Five Dollars (\$25.00) for each time said check is returned. This sum shall be considered as additional rent hereunder, and shall be paid by Resident to Owner immediately upon notice thereof. In addition to said Twenty Five Dollar (\$25.00) charge for checks returned without payment, Resident shall also remain liable for late payment charge.

**Rules and  
Regulations**

**6. OWNER SHALL HAVE THE RIGHT TO MAKE SUCH REASONABLE RULES AND REGULATIONS AS IN ITS SOLE JUDGMENT MAY FROM TIME TO TIME BE NECESSARY OR DESIRABLE FOR THE SAFETY OF ITS PROPERTY AND THE CARE AND CLEANLINESS THEREOF, FOR THE COMFORT OF RESIDENTS THEREIN AND FOR THE PRESERVATION OF GOOD ORDER. RESIDENT AGREES TO COMPLY, AND TO PROCURE THE COMPLIANCE OF HIS FAMILY, GUESTS, VISITORS OR EMPLOYEES, WITH SUCH RULES AND REGULATIONS.** The Rules and Regulations attached hereto shall be binding upon Resident and are expressly made a part of this Agreement. Violation of any Rule or Regulation, or any term or provision of this Rental Agreement, or any provision of local, State or Federal law, by Resident, his family, guests, visitors or employees shall be grounds for immediate eviction in accordance with applicable law.

Resident to  
Initial Here

**Damage by  
Fire**

7. If the apartment is damaged by fire or other casualty which does not result from any intentional, reckless or negligent act(s) or omission(s) of Resident, his family, guests, visitors, or employees, Owner shall repair it within a reasonable time and rent shall continue unless the casualty renders the apartment untenantable, in which case this Agreement shall terminate and Resident, upon payment of all rent to the date the apartment is surrendered, shall not be liable for further rent. If only a portion of the apartment is rendered untenantable, the Resident may, with mutual agreement of Owner, alternatively choose to continue in possession and shall thereupon be entitled to a pro rata reduction in the amount of rent, provided that election to proceed under this alternative shall not be a waiver of the Resident's right to terminate the Rental Agreement if repairs are not made within a reasonable time. In the event Owner elects to provide an alternate residence, Resident before taking possession of the new premises shall execute a new Rental Agreement.

If the apartment is damaged by fire or other casualty which does result from any intentional, reckless or negligent act(s) or omission(s) of Resident, his family, guests, visitors or employees, Resident shall remain liable to Owner for all rent, rent loss, vacancy loss and/or damages which may be due or sustained prior thereto and Resident shall further be liable to Owner for damages in the amount of the rent reserved under this Rental Agreement for the balance of the term, less any amount received by Owner during the term from others to whom the premises may be rented, on such terms and conditions and at such rentals as Owner, in its sole discretion, shall deem proper, reasonable and advantageous. Resident shall also be liable to Owner for all costs and expenses of and incident to reletting, including but not limited to repair, painting and decorating costs, advertising costs attributable to the vacant unit (which shall be calculated by dividing Owner's monthly advertising expenditures by its average monthly vacancies) and agent's (broker's) fees. All of the said damages and costs shall be immediately payable by Resident to Owner.

Resident understands and acknowledges that Owner does not insure and shall not be responsible in any way for Resident's personal property.

**Utilities**

8. Resident agrees to pay all bills for gas, electricity, cable TV service and telephone used in the said apartment during the terms of this tenancy; and in the event the Resident fails to make such payments, then the amount thereof may, in the discretion of the Owner, be added to and deemed part of the rent due and the Owner shall have the same remedies for the collection of such charges as it has for rent. The Resident shall use carefully, and for his legitimate purposes only, all plumbing, gas, electric, and other fixtures, and shall pay for all repairs thereto not caused by ordinary wear and tear.

**Alternate  
Utilities  
Clause**

Resident understands that heating and air-conditioning apparatus to serve the premises are installed therein and Resident further understands and agrees that he shall be responsible for the payment of all utility bills only with respect to those bills checked below, and further agrees to open an account with the utility company prior to the date of commencement of this Agreement or the date of occupancy if permission of Owner is obtained to occupy apartment before commencement date.

☐ Gas      ☐ Electricity      ☐ Cable TV Service      ☐ Hot Water      ☐ Water

Owner agrees to furnish such services as may be necessary for cleanliness and general maintenance outside the premises as well as in and about the building containing the premises. Resident agrees that Owner shall have the right temporarily to discontinue the service of gas, electricity and/or water in the event of an accident affecting the same or to facilitate repairs or alterations made in the premises or elsewhere in Owner's property.

Owner shall not be liable for any failure to furnish, or for Resident's inability to procure, any gas, electricity or water due to any condition beyond Owner's control.

**Early  
Termination  
Clause**

9. If Resident finds it necessary to terminate this Agreement pursuant to this paragraph, then Resident must use the following procedure:

- (a) Resident will give Owner written notice at least thirty (30) days prior to the next rent payment due date; and
- (b) Resident will pay rent through the end of month in which the termination date selected by Resident occurs; and
- (c) Resident will deliver keys the day of moving out; and
- (d) Resident will pay in addition to the foregoing, an amount equal to two (2) months rent **PRIOR TO MOVING OUT**; and
- (e) Resident will leave the premises in good condition when moving out.

But if Resident shall fail to use the procedure set forth in items (a) through (e) above and/or does not move out on or before the cancellation date stated in the notice, then, at the election of Owner such notice shall lapse and become ineffective to so terminate this Agreement, and the Resident shall be responsible for all expenses and damages set forth in paragraph 19 hereof.

Resident to  
Initial Here

Increased  
Rent

Resident to  
Initial Here

10. In addition to the rental stated herein, it is expressly agreed by and between the Resident and the Owner, that during the term of this Agreement, the Resident will, upon thirty (30) days written notice, pay his/her proportionate share of any increases which occur after the commencement date of this Agreement in the cost of gas, electricity, fuel oil, real estate taxes, water, sewer service and any charges or taxes assessed against the Owner by any federal, state or local authority. Each apartment's proportionate share of any of the increases referred to in this Paragraph 10, shall be determined by multiplying the increase by a fraction, the numerator of which shall be the area of the apartment and the denominator of which shall be the area of all apartments in the community. In no event, however, shall the total of said increases allocable to the above named premises exceed ten percent (10%) of the rental stated herein.

Agreement  
Terms

11. The failure of Owner to insist upon a strict and prompt performance of any covenant of this Agreement or to exercise any right herein contained shall not be construed as a waiver for the future of such covenant or right, but the same shall continue in full force and effect unless the contrary is expressed in writing by the Owner. Owner shall not be liable to Resident for the violation of any Rule or Regulation or the breach of any covenant or condition in any Agreement by any other Resident in the apartment community.

Right of  
Entry

12. Owner or its Agent may enter the premises during reasonable hours to inspect same and make repairs and alterations. Owner or Agent may enter premises after notice has been given to terminate this Agreement to show the apartment to prospective Residents. In the event of an emergency situation, Owner or its Agent may enter the premises at any hour of the day or night and without notice to Resident in order to effect necessary repairs.

Additional  
Rent

13. Resident agrees to pay Owner an additional five percent (5%) of the monthly installment due for services required of the Owner, where any installment of monthly rent is received by the Owner after the due date thereof. This charge is to be payable with the regular monthly payment as additional rent, and failure to do so will be considered nonpayment.

In the event it shall become necessary for Owner to institute legal proceedings against Resident for non-payment of rent, or for the violation of any other term or condition of this Agreement, Owner may assess and Resident agrees to pay, as additional rent, legal expenses of fifteen percent (15%) of any amount claimed or reasonable legal fees for the enforcement of any of the covenants of this Rental Agreement plus costs (including all private process service fees paid by Owner and all costs of litigation) and court costs incurred.

Security  
Deposit

14. Owner hereby acknowledges receipt from Resident of the security deposit paid prior hereto, for which a separate receipt has been given, to be held as security for the faithful performance of all the covenants and agreements made by the Resident in this Agreement. Such deposit shall not be applied toward the payment of any rent due or other sums due, except at the option of the Owner. Said sum of money, or such part thereof as has not been retained by Owner in accordance with the foregoing provisions of this paragraph shall be returned to Resident within thirty (30) days following the termination of the tenancy with interest on said deposit as required by law.

**THE RESIDENT HAS THE RIGHT TO A LIST OF EXISTING DAMAGES (IF ANY) UPON WRITTEN REQUEST MADE UPON OWNER WITHIN FIFTEEN (15) DAYS OF OCCUPANCY.**

**THE RESIDENT HAS THE RIGHT TO BE PRESENT WHEN THE OWNER OR HIS AGENT INSPECTS THE PREMISES IN ORDER TO DETERMINE IF ANY DAMAGE WAS DONE TO THE PREMISES, IF THE RESIDENT NOTIFIES THE OWNER BY CERTIFIED MAIL OF HIS INTENTION TO MOVE, THE DATE OF MOVING, AND HIS NEW ADDRESS. THE NOTICE TO BE FURNISHED BY THE RESIDENT TO THE OWNER SHALL BE MAILED AT LEAST FIFTEEN (15) DAYS PRIOR TO THE DATE OF MOVING. UPON RECEIPT OF THE NOTICE, THE OWNER SHALL NOTIFY THE RESIDENT BY CERTIFIED MAIL OF THE TIME AND DATE WHEN THE PREMISES ARE TO BE INSPECTED. THE DATE OF INSPECTION SHALL OCCUR WITHIN 72 HOURS BEFORE OR 72 HOURS AFTER THE DATE OF MOVING AS DESIGNATED IN THE RESIDENT NOTICE.**

Changes to  
Agreement  
and  
Severability

15. It is agreed between the parties that this Rental Agreement and the agreements herein contained may only be modified or changed in writing and that this document constitutes the entire agreement between the parties. No verbal agreements or notices shall be effective to modify the provisions hereof. If any term or provision of this Rental Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Rental Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Rental Agreement shall be valid and be enforced to the fullest extent permitted by law.

Owner's  
Liability

16. Except as otherwise provided by law, no partner, officer, employee, representative or agent of Owner shall be held to any personal liability in connection with this Rental Agreement or any obligation entered into by or on behalf of Owner, and all claims against Owner, whether arising under this Rental Agreement or otherwise, shall be enforceable solely against the Owner's interest in the apartment community of which the premises are a part.

Tenant  
Holding  
Over

17. In the event Resident does not comply with Paragraph 18 of this Agreement, then said Resident may be deemed a Tenant holding-over and subject to the provisions of 55-258.27 Code of Virginia may **"BE LIABLE TO OWNER FOR THE ACTUAL DAMAGES CAUSED BY THE HOLDING OVER."** Without the limiting the generality of the foregoing, Resident shall be liable to the Owner for any damages or other expenses paid by the Owner on account of the Owner being unable to deliver possession of the leased premises to any new tenant thereof.

#### **AUTOMATIC RENEWAL**

Renewal  
Provision

18. Except as otherwise provided below, this Rental Agreement shall be automatically renewed at its expiration, for a term of two months, and shall be automatically renewed thereafter for successive two month terms. Except as otherwise provided below, all such renewals shall be upon the same terms and conditions as provided in this Rental Agreement, except that the provisions of this Rental Agreement pertaining to the length of the initial term and to its early termination (Paragraph 9), shall not apply to any renewal term. **IN THE EVENT THAT EITHER PARTY SHALL GIVE THE OTHER WRITTEN NOTICE OF NONRENEWAL AT LEAST 60 DAYS PRIOR TO THE EXPIRATION OF ANY TERM (INITIAL OR RENEWAL), THEN NO FURTHER RENEWAL SHALL TAKE EFFECT, AND RESIDENT SHALL VACATE THE PREMISES AT THE END OF THE THEN-EXISTING TERM.** In the event Owner shall give Resident written notice at least 60 days prior to the expiration of any term (initial or renewal) of its intention to offer a renewal term with a change in a term or condition of this Rental Agreement (such as, but not limited to, a higher rent), **AND RESIDENT SHALL THEREAFTER FAIL TO GIVE OWNER WRITTEN NOTICE AT LEAST 45 DAYS PRIOR TO THE EXPIRATION OF THAT TERM OF HIS INTENTION TO TERMINATE THIS RENTAL AGREEMENT, AND/OR SHALL HOLD OVER, RESIDENT SHALL BE CONSIDERED A RESIDENT UNDER THE TERMS OF THIS RENTAL AGREEMENT AS MODIFIED BY OWNER'S NOTICE. RESIDENT HEREBY SPECIFICALLY ACKNOWLEDGES HIS AGREEMENT TO THE FOREGOING RENEWAL PROVISION.**

Resident to  
Initial Here

19. In the event Resident shall abandon the premises, or shall be evicted or shall vacate the premises in response to the written request of Owner for violation of any of the terms, covenants, conditions, rules or regulations of this Rental Agreement, Owner may re-enter and take possession of the premises for the account of the Resident, and shall exercise reasonable diligence to obtain a new Resident on behalf of the Resident. Such re-entry shall not be construed as acceptance of Resident's abandonment or waiver of any breach, and in no event shall such re-entry terminate Resident's liability to Owner for all damages consequent upon the breach. Notwithstanding any such re-entry by Owner, Resident shall remain liable to Owner for all rent, rent loss, vacancy loss and/or damages which may be due or sustained prior thereto and Resident shall further be liable to Owner for damages in the amount of the rent reserved under this Rental Agreement for the balance of the term, less any amount received by Owner during the term from others to whom the premises may be rented, on such terms and conditions and at such rentals as Owner, in its sole discretion, shall deem proper, reasonable and advantageous. Resident shall also be liable to Owner for all costs and expenses of and incident to reletting, including but not limited to painting and decorating costs, advertising costs attributable to the vacant unit (which shall be calculated by dividing Owner's monthly advertising expenditures by its average monthly vacancies) and agent's (broker's) fees. All of the said damages and costs shall be immediately payable by Resident to Owner.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in duplicate the day and year first above written.

\_\_\_\_\_  
Owner

By: \_\_\_\_\_ (SEAL)  
Authorized Signatory

By my signature, I certify that I have read and understand each and every provision of this Rental Agreement and that I am fully aware of all of my obligations and Owner's remedies set forth herein.

\_\_\_\_\_  
(SEAL)  
RESIDENT

\_\_\_\_\_  
(SEAL)  
RESIDENT

\_\_\_\_\_  
(SEAL)  
RESIDENT

#### GUARANTY OF PAYMENT AND PERFORMANCE

In order to induce Owner to offer the foregoing Rental Agreement to Resident, and in consideration of such offer, the undersigned, jointly and severally, intending to be legally bound, hereby become surety to Owner for the performance of the Rental Agreement by Resident, and hereby guaranty to Owner payment of all sums becoming due Owner by Resident hereunder. This guaranty shall remain in effect throughout the term of the Rental Agreement and throughout the terms of all renewals thereof, whether under the same terms and conditions or such new terms and conditions as may be agreed by and between Owner and Resident. The liability of the undersigned is absolute, continuing and unconditional and Owner shall not be required to proceed against Resident or invoke any other remedy before proceeding against the undersigned. THE UNDERSIGNED HEREBY SPECIFICALLY WAIVES NOTICE OF RENEWAL OF THE RENTAL AGREEMENT AND NOTICE OF ANY CHANGE IN THE TERMS OR CONDITIONS HEREOF.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(SEAL)

# RENTAL AGREEMENT

VA

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_, hereinafter designated as Owner and \_\_\_\_\_ hereinafter designated as Resident.

WITNESSETH, That the Owner does hereby lease unto the Resident and the Resident does hereby lease from the Owner the premises known as Apartment \_\_\_\_\_ located at \_\_\_\_\_

Building # \_\_\_\_\_ (City and State) \_\_\_\_\_ for the term of \_\_\_\_\_ to commence on the latter of the day of \_\_\_\_\_, 19\_\_\_\_, or on the date on which any prior tenant or occupant of the leased premises terminates occupancy of the same, and to end on the \_\_\_\_\_ day of \_\_\_\_\_, at the rent of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per term, PAYABLE MONTHLY IN ADVANCE, in equal monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

ON THE 1ST DAY OF EACH MONTH.

Owner hereby acknowledges receipt from Resident of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), paid prior hereto, for which a separate receipt has been given, to be held as security for the faithful performance of the covenants and agreements made by the Resident in this Agreement.

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Premises

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Surrender  
of  
Premises

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Resident to  
Initial Here

Checks

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Rules and  
Regulations

Resident to  
Initial Here

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Damage by  
Fire

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Utilities

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Alternate  
Utilities  
Clause

Resident understands that heating and air-conditioning apparatus to serve the premises are installed therein and Resident further understands and agrees that he shall be responsible for the payment of all utility bills only with respect to those items checked below, and further agrees to open an account with the utility company prior to the date of commencement of this Agreement or the date of occupancy if permission of Owner is obtained to occupy apartment before commencement date.

☒ Gas ☐ Electricity ☐ Cable TV Service ☐ Hot Water ☐ Water

Owner agrees to furnish such services as may be necessary for cleanliness and general maintenance outside the premises as well as in and about the building containing the premises. Resident agrees that Owner shall have the right temporarily to discontinue the service of gas, electricity and/or water in the event of an accident affecting the same or to facilitate repairs or alterations made in the premises or elsewhere in Owner's property.

Owner shall not be liable for any failure to furnish, or for Resident's inability to procure, any gas, electricity or water due to any condition beyond Owner's control.

Early  
Termination  
Clause

Resident to  
Initial Here

9. If Resident finds it necessary to terminate this Agreement pursuant to this paragraph, then Resident must use the following procedure:

- (a) Resident will give Owner written notice at least thirty (30) days prior to the next rent payment due date; and
- (b) Resident will pay rent through the end of month in which the termination date selected by Resident occurs; and
- (c) Resident will deliver keys the day of moving out; and
- (d) Resident will pay in addition to the foregoing, an amount equal to two (2) months rent PRIOR TO MOVING OUT; and
- (e) Resident will leave the premises in good condition when moving out.

But if Resident shall fail to use the procedure set forth in items (a) through (e) above and/or does not move out on or before the cancellation date stated in the notice, then, at the election of Owner such notice shall lapse and become ineffective to terminate this Agreement, and the Resident shall be responsible for all expenses and damages set forth in paragraph 19 hereof.



Increased  
Rent

Resident to  
Initial Here

10. In addition to the rental stated herein, it is expressly agreed by and between the Resident and the Owner, that during the term of this Agreement, the Resident will, upon thirty (30) days written notice, pay his/her proportionate share of any increases which occur after the commencement date of this Agreement in the cost of gas, electricity, fuel oil, real estate taxes, water, sewer service and any charges or taxes assessed against the Owner by any federal, state or local authority. Each apartment's proportionate share of any of the increases referred to in this Paragraph 10, shall be determined by multiplying the increase by a fraction, the numerator of which shall be the area of the apartment and the denominator of which shall be the area of all apartments in the community. In no event, however, shall the total of said increases allocable to the above named premises exceed ten percent (10%) of the rental stated herein.

Agreement  
Terms

11. The failure of Owner to insist upon a strict and prompt performance of any covenant of this Agreement or to exercise any right herein contained shall not be construed as a waiver for the future of such covenant or right, but the same shall continue in full force and effect unless the contrary is expressed in writing by the Owner. Owner shall not be liable to Resident for the violation of any Rule or Regulation or the breach of any covenant or condition in any Agreement by any other Resident in the apartment community.

Right of  
Entry

12. Owner or its Agent may enter the premises during reasonable hours to inspect same and make repairs and alterations. Owner or Agent may enter premises after notice has been given to terminate this Agreement to show the apartment to prospective Residents. In the event of an emergency situation, Owner or its Agent may enter the premises at any hour of the day or night and without notice to Resident in order to effect necessary repairs.

Additional  
Rent

13. Resident agrees to pay Owner an additional five percent (5%) of the monthly installment due for services required of the Owner, where any installment of monthly rent is received by the Owner after the due date thereof. This charge is to be payable with the regular monthly payment as additional rent, and failure to do so will be considered nonpayment.

In the event it shall become necessary for Owner to institute legal proceedings against Resident for non-payment of rent, or for the violation of any other term or condition of this Agreement, Owner may assess and Resident agrees to pay, as additional rent, legal expenses of fifteen percent (15%) of any amount claimed or reasonable legal fees for the enforcement of any of the covenants of this Rental Agreement plus costs (including all private process service fees paid by Owner and all costs of litigation) and court costs incurred.

Security  
Deposit

14. Owner hereby acknowledges receipt from Resident of the security deposit paid prior hereto, for which a separate receipt has been given, to be held as security for the faithful performance of all the covenants and agreements made by the Resident in this Agreement. Such deposit shall not be applied toward the payment of any rent due or other sums due, except at the option of the Owner. Said sum of money, or such part thereof as has not been retained by Owner in accordance with the foregoing provisions of this paragraph shall be returned to Resident within thirty (30) days following the termination of the tenancy with interest on said deposit as required by law.

**THE RESIDENT HAS THE RIGHT TO A LIST OF EXISTING DAMAGES (IF ANY) UPON WRITTEN REQUEST MADE UPON OWNER WITHIN FIFTEEN (15) DAYS OF OCCUPANCY.**

**THE RESIDENT HAS THE RIGHT TO BE PRESENT WHEN THE OWNER OR HIS AGENT INSPECTS THE PREMISES IN ORDER TO DETERMINE IF ANY DAMAGE WAS DONE TO THE PREMISES, IF THE RESIDENT NOTIFIES THE OWNER BY CERTIFIED MAIL OF HIS INTENTION TO MOVE, THE DATE OF MOVING, AND HIS NEW ADDRESS. THE NOTICE TO BE FURNISHED BY THE RESIDENT TO THE OWNER SHALL BE MAILED AT LEAST FIFTEEN (15) DAYS PRIOR TO THE DATE OF MOVING. UPON RECEIPT OF THE NOTICE, THE OWNER SHALL NOTIFY THE RESIDENT BY CERTIFIED MAIL OF THE TIME AND DATE WHEN THE PREMISES ARE TO BE INSPECTED. THE DATE OF INSPECTION SHALL OCCUR WITHIN 72 HOURS BEFORE OR 72 HOURS AFTER THE DATE OF MOVING AS DESIGNATED IN THE RESIDENT NOTICE.**

Changes to  
Agreement  
and  
Severability

15. It is agreed between the parties that this Rental Agreement and the agreements herein contained may only be modified or changed in writing and that this document constitutes the entire agreement between the parties. No verbal agreements or notices shall be effective to modify the provisions hereof. If any term or provision of this Rental Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Rental Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Rental Agreement shall be valid and be enforced to the fullest extent permitted by law.

Owner's  
Liability

16. Except as otherwise provided by law, no partner, officer, employee, representative or agent of Owner shall be held to any personal liability in connection with this Rental Agreement or any obligation entered into by or on behalf of Owner, and all claims against Owner, whether arising under this Rental Agreement or otherwise, shall be enforceable solely against the Owner's interest in the apartment community of which the premises are a part.

Tenant  
Holding  
Over

17. In the event Resident does not comply with Paragraph 18 of this Agreement, then said Resident may be deemed a Tenant holding-over and subject to the provisions of 55-258.27 Code of Virginia may **"BE LIABLE TO OWNER FOR THE ACTUAL DAMAGES CAUSED BY THE HOLDING OVER."** Without the limiting the generality of the foregoing, Resident shall be liable to the Owner for any damages or other expenses paid by the Owner on account of the Owner being unable to deliver possession of the leased premises to any new tenant thereof.

#### **AUTOMATIC RENEWAL**

Renewal  
Provision

18. Except as otherwise provided below, this Rental Agreement shall be automatically renewed at its expiration, for a term of two months, and shall be automatically renewed thereafter for successive two month terms. Except as otherwise provided below, all such renewals shall be upon the same terms and conditions as provided in this Rental Agreement, except that the provisions of this Rental Agreement pertaining to the length of the initial term and to its early termination (Paragraph 9), shall not apply to any renewal term. **IN THE EVENT THAT EITHER PARTY SHALL GIVE THE OTHER WRITTEN NOTICE OF NONRENEWAL AT LEAST 60 DAYS PRIOR TO THE EXPIRATION OF ANY TERM (INITIAL OR RENEWAL), THEN NO FURTHER RENEWAL SHALL TAKE EFFECT, AND RESIDENT SHALL VACATE THE PREMISES AT THE END OF THE THEN-EXISTING TERM.** In the event Owner shall give Resident written notice at least 60 days prior to the expiration of any term (initial or renewal) of its intention to offer a renewal term with a change in a term or condition of this Rental Agreement (such as, but not limited to, a higher rent), **AND RESIDENT SHALL THEREAFTER FAIL TO GIVE OWNER WRITTEN NOTICE AT LEAST 45 DAYS PRIOR TO THE EXPIRATION OF THAT TERM OF HIS INTENTION TO TERMINATE THIS RENTAL AGREEMENT, AND/OR SHALL HOLD OVER, RESIDENT SHALL BE CONSIDERED A RESIDENT UNDER THE TERMS OF THIS RENTAL AGREEMENT AS MODIFIED BY OWNER'S NOTICE. RESIDENT HEREBY SPECIFICALLY ACKNOWLEDGES HIS AGREEMENT TO THE FOREGOING RENEWAL PROVISION.**

Resident to  
Initial Here



19. In the event Resident shall abandon the premises, or shall be evicted or shall vacate the premises in response to the written request of Owner for violation of any of the terms, covenants, conditions, rules or regulations of this Rental Agreement, Owner may re-enter and take possession of the premises for the account of the Resident, and shall exercise reasonable diligence to obtain a new Resident on behalf of the Resident. Such re-entry shall not be construed as acceptance of Resident's abandonment or waiver of any breach, and in no event shall such re-entry terminate Resident's liability to Owner for all damages consequent upon the breach. Notwithstanding any such re-entry by Owner, Resident shall remain liable to Owner for all rent, rent loss, vacancy loss and/or damages which may be due or sustained prior thereto and Resident shall further be liable to Owner for damages in the amount of the rent reserved under this Rental Agreement for the balance of the term, less any amount received by Owner during the term from others to whom the premises may be rented, on such terms and conditions and at such rentals as Owner, in its sole discretion, shall deem proper, reasonable and advantageous. Resident shall also be liable to Owner for all costs and expenses of and incident to reletting, including but not limited to painting and decorating costs, advertising costs attributable to the vacant unit (which shall be calculated by dividing Owner's monthly advertising expenditures by its average monthly vacancies) and agent's (broker's) fees. All of the said damages and costs shall be immediately payable by Resident to Owner.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in duplicate the day and year first above written.

Owner

By: \_\_\_\_\_ (SEAL)  
Authorized Signatory

By my signature, I certify that I have read and understand each and every provision of this Rental Agreement and that I am fully aware of all of my obligations and Owner's remedies set forth herein.

\_\_\_\_\_  
(SEAL)  
RESIDENT

\_\_\_\_\_  
(SEAL)  
RESIDENT

\_\_\_\_\_  
(SEAL)  
RESIDENT

#### GUARANTY OF PAYMENT AND PERFORMANCE

In order to induce Owner to offer the foregoing Rental Agreement to Resident, and in consideration of such offer, the undersigned, jointly and severally, intending to be legally bound, hereby become surety to Owner for the performance of the Rental Agreement by Resident, and hereby guaranty to Owner payment of all sums becoming due Owner by Resident hereunder. This guaranty shall remain in effect throughout the term of the Rental Agreement and throughout the terms of all renewals thereof, whether under the same terms and conditions or such other terms and conditions as may be agreed by and between Owner and Resident. The liability of the undersigned is absolute, continuing and unconditional and Owner shall not be required to proceed against Resident or invoke any other remedy before proceeding against the undersigned. THE UNDERSIGNED HEREBY SPECIFICALLY WAIVES NOTICE OF RENEWAL OF THE RENTAL AGREEMENT AND NOTICE OF ANY CHANGE IN THE TERMS OR CONDITIONS HEREOF.

\_\_\_\_\_  
(SEAL)

Witness

\_\_\_\_\_  
(SEAL)

RENTAL AGREEMENT

PA

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_, hereinafter designated as Owner and \_\_\_\_\_ hereinafter designated as Resident.

WITNESSETH, That the Owner does hereby lease unto the Resident and the Resident does hereby lease from the Owner the premises known as Apartment \_\_\_\_\_ located at \_\_\_\_\_

Building # \_\_\_\_\_ (City and State) \_\_\_\_\_ for the term of \_\_\_\_\_ to commence on the latter of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, or on the date on which any prior tenant or occupant of the leased premises terminates occupancy of the same, and to end on the \_\_\_\_\_ day of \_\_\_\_\_, at the rent of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per term, PAYABLE MONTHLY IN ADVANCE, in equal monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

ON THE 1ST DAY OF EACH MONTH.

Owner hereby acknowledges receipt from Resident of the sum of \_\_\_\_\_ dollars (\$) \_\_\_\_\_, paid prior hereto, for which a separate receipt has been given, to be held as security for the faithful performance of the covenants and agreements made by the Resident in this Agreement.

This letting is on the following terms, conditions and covenants, which the parties hereto respectively for themselves, their respective successors, and legal representatives, hereby agree to keep and perform.

Occupancy  
of  
Premises

1. The leased premises, hereinafter called the "premises" shall be used only as, and for the purposes of, a private dwelling, excluding from any part thereof any use in connection with the practice of any profession, trade or craft. Neither the entire premises nor any part thereof shall be sublet, nor shall this Agreement be assigned. **THE PREMISES SHALL NOT BE OCCUPIED BY ANY PERSON OTHER THAN THOSE NAMED IN RESIDENTS "APPLICATION TO LEASE APARTMENT" FILED WITH OWNER.** Owner covenants that the premises will be made available in a habitable condition, reasonably safe for occupancy. Owner further covenants to use every reasonable effort to permit tenant to peaceably and quietly enter upon the premises at the beginning of the lease term.

Surrender  
of  
Premises

2. The Resident hereby acknowledges receipt of the premises in a habitable condition, reasonably safe for occupancy. Resident agrees to quit and surrender the premises at the end of the lease term in as good condition as when received, reasonable wear and tear excepted. Resident agrees to tender all keys to the premises to Owner's representative at the time of move out and acknowledges that the failure to do so may, at Owner's option, render any notice of such move out as Resident may have previously given Owner null and void, and may result in Resident's incurring additional liability for rent and other expenses and damages set forth in paragraph 19 hereof, even though Resident may have previously given Owner notice of the date Resident intended to vacate the premises. The Resident will not, without written permission of Owner first obtained, make any alterations, addition or change in and to the premises or the painting or papering thereof. Further, Resident shall comply with all obligations imposed upon tenants by applicable provisions of all municipal county and Commonwealth codes, regulations, ordinances, and statutes, and in particular, shall (a) not permit any person on the premises with his permission to wilfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit, or the facilities, equipment, or appurtenances thereto or used in common, nor himself do any such thing; and (b) not permit any person on the premises with his permission to wilfully or wantonly disturb the peaceful enjoyment of the premises by other Residents and neighbors. **THE RESIDENT SHALL PAY TO THE OWNER THE COST OF REPAIRING ANY DAMAGE DONE TO THE SAID PREMISES, ANY OTHER APARTMENTS AND ANY COMMON AREA IN THE COMMUNITY BY HIMSELF, HIS FAMILY, GUESTS, VISITORS OR EMPLOYEES.**

Use of Premises

3. This Agreement confers no rights in the Resident to the exterior surfaces of the walls of the premises or of the roof of the building containing the premises, or to the use of any purpose of any property of Owner outside the said premises except the walks and roadways giving access thereto and such other areas as Owner may from time to time designate for the use of Residents. Resident shall not place signs or any advertising matter or device in the windows or elsewhere in or upon the said building or premises. Resident shall not place at, in or near any windows any objects including but not limited to awnings, antennas, screens, blinds or coverings without Owner's written consent first obtained. Any defective condition on the premises which comes to the Resident's attention shall be reported in writing to the Owner within forty-eight (48) hours. Where the defective condition may cause serious damage to person or property, it shall be reported to the Owner immediately.

Pets

4. No dog, cat, other pet or animal of any kind shall be brought, permitted or kept in the apartment or elsewhere on the Owner's property without Owner's written permission. Violation of this provision shall be grounds for eviction in accordance with paragraph 15 of this Agreement and applicable law.

Resident to  
Initial Here

Checks

5. It is mutually agreed that payments made by check, which are not honored by the bank, cause the Owner additional expenses for bookkeeping and clerical services. Resident agrees that any such check issued to Owner, for payments due hereunder, which is returned without payment FOR ANY REASON WHATSOEVER, shall carry a charge of Twenty five Dollars (\$25.00) for each time said check is returned. This sum shall be considered as additional rent hereunder, and shall be paid by Resident to Owner immediately upon notice thereof. In addition to said Twenty five Dollar (\$25.00) charge for checks returned without payment, **RESIDENT SHALL ALSO REMAIN LIABLE FOR LATE PAYMENT CHARGE.**

Rules and  
Regulations

Resident to  
Initial Here

6. **OWNER SHALL HAVE THE RIGHT TO MAKE SUCH REASONABLE RULES AND REGULATIONS AS IN ITS SOLE JUDGMENT MAY FROM TIME TO TIME BE NECESSARY OR DESIRABLE FOR THE SAFETY OF ITS PROPERTY AND THE CARE AND CLEANLINESS THEREOF FOR THE COMFORT OF RESIDENTS THEREIN AND FOR THE PRESERVATION OF GOOD ORDER. RESIDENT AGREES TO COMPLY/ AND TO PROCURE THE COMPLIANCE OF HIS FAMILY, GUESTS, VISITORS OR EMPLOYEES, WITH SUCH RULES AND REGULATIONS.** The Rules and Regulations attached shall be binding upon Resident and are expressly made a part of this Agreement. Violation of any Rule or Regulation, or any term or provision of this Rental Agreement, or any provision of local, State or Federal law, by Resident, his family, guests, visitors or employees shall be grounds for immediate eviction in accordance with applicable law.

Damage by  
Fire

7. If the apartment is damaged by fire or other casualty which does not result from any intentional, reckless or negligent act(s) or omission(s) of Resident, his family, guests, visitors or employees, Owner shall repair it within a reasonable time and rent shall continue unless the casualty renders the apartment untenantable, in which case this Agreement shall terminate and Resident, upon payment of all rent to the date the apartment is surrendered, shall not be liable for further rent. If only a portion of the apartment is rendered untenantable, the Resident may, with mutual agreement of Owner, alternatively choose to continue in possession and shall thereupon be entitled to a pro rata reduction in the amount of rent, provided that election to proceed under this alternative shall not be a waiver of the Resident's right to terminate the Rental Agreement if repairs are not made within a reasonable time. In the event Owner elects to provide an alternate residence, Resident before taking possession of the new premises shall execute a new Rental Agreement.

If the apartment is damaged by fire or other casualty which does result from any intentional, reckless or negligent act(s) or omission(s) of Resident, his family, guests, visitors or employees, Resident shall remain liable to Owner for all rent, rent loss, vacancy loss and/or damages which may be due or sustained prior thereto and Resident shall further be liable to Owner for damages in the amount of the rent reserved under this Rental Agreement for the balance of the term, less any amount received by Owner during the term from others to whom the premises may be rented, on such terms and conditions and at such rentals as Owner, in its sole discretion, shall deem proper, reasonable and advantageous. Resident shall also be liable to Owner for all costs and expenses of and incident to reletting, including but not limited to repair, painting and decorating costs, advertising costs attributable to the vacant unit (which shall be calculated by dividing Owner's monthly advertising expenditures by its average monthly vacancies) and agent's (broker's) fees. All of the said damages and costs shall be immediately payable by Resident to Owner.

Resident understands and acknowledges that Owner does not insure and shall not be responsible in any way for Resident's personal property.

Utilities

8. Resident agrees to pay all bills for gas, electricity, cable TV service and telephone used in the said apartment during the terms of this tenancy, and in the event the Resident fails to make such payments, then the amount thereof may, at the discretion of the Owner, be added to and deemed part of the rent due and the Owner shall have the same remedies for the collection of such charges as it has for rent. **THE RESIDENT SHALL USE CAREFULLY, AND FOR HIS LEGITIMATE PURPOSES ONLY, ALL PLUMBING, GAS, ELECTRIC, AND OTHER FIXTURES, AND SHALL PAY FOR ALL REPAIRS THERETO NOT CAUSED BY ORDINARY WEAR AND TEAR.**

Alternate  
Utilities  
Clause

Resident understands that heating and air-conditioning apparatus to serve the premises are installed therein and Resident further understands and agrees that he shall be responsible for the payment of all utility bills only with respect to those items checked below, and further agrees to open an account with the utility company prior to the date of commencement of this Agreement or the date of occupancy if permission of Owner is obtained to occupy apartment before commencement date.

☐ Gas ☐ Electricity ☐ Cable TV Service ☐ Hot Water ☐ Water

Owner agrees to furnish such services as may be necessary for cleanliness and general maintenance outside the premises as well as in and about the building containing the premises. Resident agrees that Owner shall have the right temporarily to discontinue the service of gas, electricity and/or water in the event of an accident affecting the same or to facilitate repairs or alterations made in the premises or elsewhere in Owner's property.

Owner shall not be liable for any failure to furnish, or for Resident's inability to procure, any gas, electricity or water due to any condition beyond Owner's control.

Early  
Termination  
Clause

Resident to  
Initial Here

9. If Resident finds it necessary to terminate this Agreement pursuant to this paragraph, then Resident must use the following procedure:

(A) Resident will give Owner written notice at least thirty (30) days prior to the next rent payment due date, and

(B) Resident will pay rent through the end of month in which the termination date selected by Resident occurs, and

(C) Resident will deliver keys the day of moving out, and

(D) Resident will leave the premises in good condition when moving out; and pay in addition to the foregoing as liquidated damages an amount equal to two (2) months rent prior to moving out (This shall not be deemed a penalty).

**IN THE EVENT THAT RESIDENT FAILS TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS, THIS EARLY TERMINATION OPTION WILL BE VOID AND RESIDENT SHALL BE RESPONSIBLE FOR ALL ACTUAL DAMAGES INCURRED BY THE OWNER RESULTING FROM THE BREACH OF THE RENTAL AGREEMENT.**

Increased  
Rent

Resident to  
Initial Here

10. In addition to the rental stated herein, it is expressly agreed by and between the Resident and the Owner, that during the term of this Agreement, the Resident will, upon thirty (30) days written notice, pay his/her proportionate share of any increases which occur after the commencement date of this Agreement in the cost of gas, electricity, fuel oil, real estate taxes, water, sewer service and any charges or taxes assessed against the Owner by any federal, state or local authority. Each apartment's proportionate share of any of the increases referred to in this Paragraph 10, shall be determined by multiplying the increase by a fraction, the numerator of which shall be the area of the apartment and the denominator of which shall be the area of all apartments in the apartment community. In no event, shall the total of said increases allocable to the above named premises exceed ten percent (10%) of the rental stated herein.

Agreement  
Terms

11. The failure of Owner to insist upon a strict and prompt performance of any covenant of this Agreement or to exercise any right herein contained shall not be construed as a waiver for the future of such covenant or right, but the same shall continue in full force and effect unless the contrary is expressed in writing by the Owner. Owner shall not be liable to Resident for the violation of any Rule or Regulation or the breach of any covenant or condition in any Agreement by any other Resident in the apartment community.

Right of  
Entry

12. Owner or its Agent may enter the premises during reasonable hours to inspect same and make repairs and alterations. Owner or Agent may enter premises after notice has been given to terminate this Agreement to show the apartment to prospective Residents. In the event of an emergency situation, Owner or its Agent may enter the premises at any hour of the day or night and without notice to Resident in order to effect necessary repairs.

Additional  
Rent

13. Resident agrees to pay Owner an additional five percent (5%) of the monthly installment due where any installment of monthly rent is received by the Owner after the due date thereof. This charge is to be payable with the regular monthly payment as additional rent, and failure to do so will be considered nonpayment of rent.

Resident to  
Initial Here

In the event it shall become necessary for Owner to institute legal proceedings against Resident for non-payment of rent, or for the violations of any other term or condition of this Agreement, Owner may assess and Resident agrees to pay, as additional rent, legal expenses of fifteen percent (15%) of any amount claimed or reasonable legal fees for the enforcement of any of the covenants of this Rental Agreement plus costs (including all private process service fees paid by Owner and all costs of litigation) and court costs incurred.

Security  
Deposit

14. The Owner requires, and Resident agrees to pay to Owner the security deposit in the amount set forth above prior to Resident's occupancy of the premises. Both Owner/Agent and Resident hereby certify that the amount of this security deposit is not in excess of two (2) months' rent.

The security deposit shall be held by Owner or Agent as security for the payment of all rent and other amounts due from Resident to Owner or Agent, for the Resident's performance of this Rental Agreement and against any damages caused to the apartment or any other part of Owner's or Agent's property by Resident, his family or guests, visitors or employees. Resident understands and agrees that the security deposit may not be applied as rent or against any other amounts due from Resident to Owner or Agent without Owner's or Agent's written consent, and that the monthly rent will be paid each month, including the last month of the Rental Agreement term.

It is the intention of Owner and Agent to be in compliance with the escrow of security deposit provisions of the Pennsylvania Landlord & Tenant Act and, in consideration of Resident's payment to Owner or Agent of the aforesaid security deposit Owner/Agent agrees as follows:

(a) Should the initial rental term be longer than one year, any amount in excess of one month's rent shall be returned to Resident at the expiration of this first year. In addition, after the expiration of the initial rental term should Resident renew this lease, Owner shall not require as a security deposit more than one month's rent at the new rental rate. Notwithstanding the foregoing, after the fifth year of Resident's occupancy of the premises, any increase in rent shall not require a concomitant increase in any security deposit.

(b) After the second year of Resident's occupancy of the premises, Resident, upon termination of this Agreement or any renewals hereof or upon Resident's surrender and Owner's acceptance of the premises, shall be entitled to the return of any security deposit together with interest as hereinafter provided.

(c) After the second year of Resident's occupancy of the premises Owner agrees that any security deposit in excess of One Hundred Dollars (\$100.00) shall be deposited in a special escrow account at Maryland National Bank, located at Baltimore, Maryland.

unless Owner elects to post a bond as provided in paragraph 14(e) hereof.

XXXXXXXXXXXXXX Initials

(d) On the date when Resident's fourth year of occupancy of the premises commences, Resident shall be entitled to receive any interest which said security deposit has earned for the preceding year as a result of being deposited in the escrow account at the aforementioned bank less a deduction by Owner for administrative costs equal to one percent (1%) per annum of said security deposit. Thereafter, upon each anniversary date of the commencement of this lease, any interest which said security deposit has earned for the preceding year less said one percent (1%) of said security deposit shall be paid to Resident.

(e) Resident is hereby notified and understands that Owner has the option of securing and posting a bond to guarantee repayment to Resident of the security deposit in accordance with the aforementioned terms and conditions, rather than by depositing the security deposit in a bank. Resident shall be informed at the time of the execution of this lease which option Owner has elected and the applicable paragraph (14 (c) or (e)) shall be initialed by Owner and Resident.

OWNER BONDED Initials

(f) Resident is hereby notified that within thirty (30) days of the earlier of: (i) the termination of this Agreement or (ii) Resident's surrender and Owner's acceptance of the premises that Owner shall provide Resident with a written list of any damages to the apartment for which Owner claims Resident is responsible. When Owner provides Resident with said written list of any damages, Owner shall also, at the same time, pay to Resident the difference, if any, between the amount of security deposit (including unpaid interest to which Resident may be entitled) and the actual amount of damages caused by Resident to the premises. Owner has the right, however, to refuse to return and to retain the security deposit (including any interest thereon) for Resident's nonpayment of rent or for any breach by Resident of any other condition of this Agreement.

(g) Resident is hereby notified that he/she is required to provide Owner, in writing, of his/her new address upon termination of this Agreement and surrender of the premises.

**FAILURE OF RESIDENT TO SO PROVIDE OWNER WITH RESIDENT'S NEW ADDRESS IN WRITING RELIEVES OWNER/AGENT OF THE DUTIES SET FORTH ABOVE AND FORFEITS THE RIGHTS OF RECOVERY PROVIDED RESIDENT IN THE PENNSYLVANIA LANDLORD & TENANT ACT.**

Lessor's  
Remedies

Resident to  
Initial Here

15. The non-payment of rent, late fees or returned check charges when due, or the failure to abide by any lease requirement, rule, or regulation shall constitute a default by Resident. In the event of a default, **RESIDENT WAIVES THE REQUIREMENT OF ANY NOTICE TO QUIT AND, IN THE EVENT OF NONPAYMENT OF RENT, WAIVES ANY DEMAND FOR THE PRECISE RENT DUE, AND THE FOLLOWING REMEDIES SHALL, AT THE OPTION OF OWNER OR ITS AGENT, BE AVAILABLE TO OWNER OR ITS AGENT.**

(a) Resident hereby authorizes any attorney of any court of record to appear in said court on behalf of Resident and confess judgment against Resident and in favor of Owner or its Agent in an amicable action or actions for the recovery of rent in arrears and any other charge or expense resulting from Resident's default as set out in Paragraphs 5, 13, and 20. The power granted to Owner or its Agent herein shall not be exhausted by any exercise thereof and may be exercised during any extension of the original terms of this lease as well as during the original term itself.

(b) Owner or its Agent may institute a legal action of eviction pursuant to the Pennsylvania Landlord/Tenant Act.

(c) Owner or its Agent may institute and pursue a legal action before a district justice or court for rent, damages, and charges set forth in paragraphs 5, 13, and 20 hereof.

(d) Owner or its Agent may pursue any other remedies available to it under law for possession of the premises, rent arrears and all damages and charges set forth in Paragraphs 5, 13, and 20 hereof.

The remedies described in this Paragraph are cumulative.

In the event that more than one person shall be Resident hereunder, or in the event that a Cosigner is required by Owner or its Agent, Owner or its Agent may proceed with its available remedies against any or all of the Residents and Cosigners, and the liability of each shall be joint and several.

Changes to  
Agreement  
and  
Severability

16. It is agreed between the parties that the Rental Agreement and the agreements herein contained may only be modified or changed in writing and that this document constitutes the entire agreement between the parties. No verbal agreements or notices shall be effected to modify the provisions hereof. If any term or provision of this Rental Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Rental Agreement, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Rental Agreement shall be valid and enforced to the fullest extent permitted by law.

Owner's  
Liability

17. Except as otherwise provided by law, no partner, officer, employee, representative or agent of Owner shall be held to any personal liability in connection with this Rental Agreement or any obligation entered into by or on behalf of Owner; and all claims against Owner, whether arising under this Rental Agreement or otherwise, shall be enforceable solely against the Owner's interest in the apartment community of which the premises are a part. Resident agrees that Owner or Agent shall not be liable for property damage or personal injury occurring in the apartment or elsewhere on Owner's or Agent's property unless the damage or injury results from Owner's or Agent's negligence.

Resident  
Holding  
Over

18. In the event Resident does not comply with Paragraph 19 of this Agreement, then said Resident may be deemed a Resident holding-over and may "BE LIABLE TO OWNER FOR THE ACTUAL DAMAGES CAUSED BY THE HOLDING OVER." Without limiting the generality of the foregoing, Resident shall be liable to the Owner for any damages or other expenses paid by the Owner on account of the Owner being unable to deliver possession of the leased premises to any new Resident thereof.

### AUTOMATIC RENEWAL

Renewal  
Provision

19. Except as otherwise provided below, this Rental Agreement shall be automatically renewed at its expiration, for a term of two months, and shall be automatically renewed thereafter for successive two month terms. Except as otherwise provided below, all such renewals shall be upon the same terms and conditions as provided in this Rental Agreement, except that the provisions of this Rental Agreement pertaining to the length of the initial term and to its early termination (Paragraph 9), shall not apply to any renewal term. **IN THE EVENT THAT EITHER PARTY SHALL GIVE THE OTHER WRITTEN NOTICE OF NONRENEWAL AT LEAST 60 DAYS PRIOR TO THE EXPIRATION OF ANY TERM (INITIAL OR RENEWAL), THEN NO FURTHER RENEWAL SHALL TAKE EFFECT, AND RESIDENT SHALL VACATE THE PREMISES AT THE END OF THE THEN-EXISTING TERM.** In the event Owner shall give Resident written notice at least 60 days prior to the expiration of any term (initial or renewal) of its intention to offer a renewal term with a change in a term or condition of this Rental Agreement (such as, but not limited to, a higher rent), **AND RESIDENT SHALL THEREAFTER FAIL TO GIVE OWNER WRITTEN NOTICE AT LEAST 45 DAYS PRIOR TO THE EXPIRATION OF THAT TERM OF HIS INTENTION TO TERMINATE THIS RENTAL AGREEMENT, AND/OR SHALL HOLD OVER, RESIDENT SHALL BE CONSIDERED A RESIDENT UNDER THE TERMS OF THIS RENTAL AGREEMENT AS MODIFIED BY OWNER'S NOTICE. RESIDENT HEREBY SPECIFICALLY ACKNOWLEDGES HIS AGREEMENT TO THE FOREGOING RENEWAL PROVISION.**

Default  
and Right  
of Entry

20. In the event Resident shall abandon the premises, or shall be evicted or shall vacate the premises in response to the written request of Owner for violation of any of the terms, covenants, conditions, rules or regulations of this Rental Agreement, Owner may re-enter and take possession of the premises for the account of the Resident, and shall exercise reasonable diligence to obtain a new Resident on behalf of the Resident. Such re-entry shall not be construed as acceptance of Resident's abandonment or waiver of any breach, and in no event shall such re-entry terminate Resident's liability to Owner for all damages consequent upon the breach. Notwithstanding any such re-entry by Owner, Resident shall remain liable to Owner for all rent, rent loss, vacancy loss and/or damages which may be due or sustained prior thereto and Resident shall further be liable to Owner for damages in the amount of the rent reserved under this Rental Agreement for the balance of the term, less any amount received by Owner during the term from others to whom the premises may be rented, on such terms and conditions and at such rentals as Owner, in its sole discretion, shall deem proper, reasonable and advantageous. Resident shall also be liable to Owner for all costs and expenses of and incident to reletting, including but not limited to painting and decorating costs, advertising costs attributable to the vacant unit (which shall be calculated by dividing Owner's monthly advertising expenditures by its average monthly vacancies) and agent's (broker's) fees. All of the said damages and costs shall be immediately payable by Resident to Owner. Attorney's fees and court cost provided for in Paragraph 13.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in duplicate the day and year first above written.

\_\_\_\_\_  
Owner

By: \_\_\_\_\_ (SEAL)  
Authorized Signatory

By my signature, I certify that I have read and understand each and every provision of this Lease, and that I am fully aware of all of my obligations and Owner's remedies set forth herein.

\_\_\_\_\_  
(SEAL)  
RESIDENT

\_\_\_\_\_  
(SEAL)  
RESIDENT

\_\_\_\_\_  
(SEAL)  
RESIDENT

### GUARANTY OF PAYMENT AND PERFORMANCE

In order to induce Owner to offer the foregoing Rental Agreement to Resident, and in consideration of such offer, the undersigned, jointly and severally, intending to be legally bound, hereby become surety to Owner for the performance of the Rental Agreement by Resident, and hereby guaranty to Owner payment of all sums becoming due Owner by Resident hereunder. This guaranty shall remain in effect throughout the term of the Rental Agreement and throughout the terms of all renewals thereof, whether under the same terms and conditions or such other terms and conditions as may be agreed by and between Owner and Resident. The liability of the undersigned is absolute, continuing and unconditional and Owner shall not be required to proceed against Resident or invoke any other remedy before proceeding against the undersigned. **THE UNDERSIGNED HEREBY SPECIFICALLY WAIVES NOTICE OF RENEWAL OF THE RENTAL AGREEMENT AND NOTICE OF ANY CHANGE IN THE TERMS OR CONDITIONS HEREOF.**

\_\_\_\_\_  
(SEAL)